



Cornell University ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Lockport, Town of and International Brotherhood of Teamsters (IBT), Local 264 (2009) (MOA)**

Employer Name: **Lockport, Town of**

Union: **International Brotherhood of Teamsters (IBT)**

Local: **Local 264**

Effective Date: **01/01/09**

Expiration Date: **12/31/13**

PERB ID Number: **8624**

Unit Size: **19**

Number of Pages: **28**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

Bc / 8624

AGREEMENT
BETWEEN
TOWN OF LOCKPORT
AND
TEAMSTERS LOCAL 264
BUFFALO, NEW YORK
AN AFFILIATE OF
THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
EFFECTIVE
JANUARY 1, 2009 TO DECEMBER 31, 2013

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUL 02 2009

ADMINISTRATION

19

TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE
	Agreement	1
1	Recognition	1
2	Residency	1
3	Legislative Approval	1
4	Management Rights	2
5	Union Security	3
6	No Strike/No Lockout	3
7	Access to Employees	3
8	Union Business	4
9	Bulletin Board	4
10	Prohibited Discrimination	4
11	Job Descriptions	4
12	Part-Time Employees	4
13	Probationary Period	5
14	Seniority	5
15	Grievance and Arbitration Procedure	5
16	Employee Addresses	7
17	Wages	7
18	Hours	7
19	Overtime	8
20	Vacations	8
21	Call-In Pay	9
22	Personal Time	9
23	Leave of Absence	9
24	Retirement	10
25	Sick Leave	10
26	Jury Duty	11
27	Safety Equipment	11
28	Education	11
29	Clothing Allowance	11
30	Credit Union	12
31	Inoculations	12
32	Time Records	12
33	Bereavement	12
34	Holidays	13
35	Health & Dental Insurance	13
36	Retiree Health Insurance	14
37	Job Posting/Bidding	15
38	Longevity	16
39	Term	16
	Appendix A – Wages	17

AGREEMENT

This agreement is made and entered into this 1st day of January, 2009, by and between the Town of Lockport, hereafter referred to as the "Town" or "Employer", and Teamsters Local 264, hereafter referred to as the "Union", to set forth the entire agreement between the parties regarding wages, hours, and other conditions of employment; to increase the efficiency and productivity of employees of the Town; and to provide for prompt and fair settlement of grievances without any interruption of or any interference with Town operations.

ARTICLE 1 RECOGNITION

The Town, having been presented with satisfactory evidence of majority status in a unit appropriate for bargaining, recognizes the Union for the purpose of negotiating collectively in the determination of, and administration of grievances arising under, the terms and conditions of employment of all full-time employees in the Highway and Water Departments including water maintenance persons, motor equipment operators, automotive mechanics, truck drivers, laborers and meter readers; but excluding casual employees, seasonal employees, the Water Superintendent, the Deputy Highway Superintendent and all other employees.

ARTICLE 2 RESIDENCY

Employees employed prior to December 31, 2008, who are grandfathered under previous contractual language and/or who reside outside of the Town of Lockport on December 31, 2008, may continue to reside outside of the Town of Lockport.

All employees, hired on or after January 1, 2009, shall be required to reside in either the Town of Lockport or in any municipality which shares a boundary with the Town of Lockport, as a condition of employment. Failure to meet these residency requirements shall result in immediate dismissal.

ARTICLE 3 LEGISLATIVE APPROVAL

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 4 MANAGEMENT RIGHTS

The Union and the employees covered by this agreement agree that, except as expressly limited by specific provisions of this agreement, all of the authority, rights, functions and responsibilities possessed by the Employer are retained by it, including but not limited to the right to change existing or to introduce new equipment, operations, methods or facilities as determined by the Employer to be in its best interest; to direct, deploy and utilize the work force; to schedule operations, including the right to change work schedules, to layoff and recall employees; to discharge, suspend or otherwise discipline post-probationary employees for incompetency or misconduct in accordance with and pursuant to Civil Service Law Section 75; to establish and enforce reasonable work rules and occupational health and safety standards; and to determine whether work will be performed by unit or non-unit employees or by contractors, except that utilization of non-unit employees or contractors will not result in the layoff of bargaining unit employees or a reduction in their normally scheduled hours.

The Union recognizes all rights, powers, responsibilities and authority of the Employer and the execution thereof in regards to the operation of its work in business and the direction of its work force, which have not been specifically abridged, deleted, delegated or modified by this agreement are and shall remain exclusively those of the Employer.

This agreement shall constitute the full and complete commitment between the parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties and a written, signed amendment to this agreement.

No provision of this Agreement shall be interpreted so as to be in conflict with any provision of law. If the Agreement requires a party or employee to do anything that is prohibited by law, the obligation is invalid, but all other obligations imposed by this Agreement shall remain valid. Should any provision of law make invalid a provision of this Agreement, the parties shall meet within 30 days for the purpose of negotiating a lawful replacement provision.

Any provision of this Agreement which cites a law, rule or regulation, is intended to be in shall be interpreted as being a descriptive summary of such law, rule, or regulation. With respect to the subject matter of any such provision of the Agreement is the intention of the parties that the provisions of the cited law, rule, or regulation shall control.

Unless this Agreement explicitly requires it to, the Town is under no obligation to continue any past practice.

ARTICLE 5 UNION SECURITY

Membership Dues

All employees covered by this agreement who are members of the Union shall be required to pay union dues. A financial officer of the Union shall notify the Town of the amount of dues to be deducted and shall notify the Town thirty (30) days in advance of the effective date of any change in the amount to be deducted. The Town shall deduct said amount, in a uniform dollar amount per pay period, from the wages of those employees who have executed a dues deduction authorization card in accordance with Section 208(1)(b) of the Taylor Law. All amounts so deducted shall be sent with a list of the members from whose wages deductions had been made and the amount so deducted to Teamsters Local 264, 35 Tyrol Drive, Cheektowaga, NY 14227.

Agency Fee

Teamsters Local 264 having been recognized as the exclusive representative of employees in the bargaining unit set forth in Article 1 of this agreement, shall be entitled to have deducted from the wage or salary of employees of such unit who are not members of the Union an amount equivalent to the dues levied by such Union, and the Town shall make such deductions and transmit the sum so deducted to the Union.

Indemnification

The Union shall indemnify the Town and hold the Town harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the Town for the purpose of complying with the provisions of this article.

ARTICLE 6 NO STRIKE / NO LOCKOUT

No Strike

The Union reaffirms that neither it nor any member of the bargaining unit will strike or engage in any other concerted stoppage of work or slow down of any kind against the Town, or assist or participate in any such acts or impose an obligation upon its members to conduct, assist or participate in such acts. In the event of a strike, work stoppage or slow down of any kind, the Union shall exert its best efforts to terminate such activity.

No Lockout

The Town agrees that it will not lockout any employees or group of employees covered by this agreement.

ARTICLE 7 ACCESS TO EMPLOYEES

A non-employee representative of the Union will be allowed reasonable access to the Highway Garage or the Water/Sewer Garage for the purpose of conducting legitimate Union business related to the administration of the collective bargaining agreement provided the representative does not interfere with normal operations. All such visits shall be scheduled with the Department Head at least twenty-four (24) hours in advance.

ARTICLE 8 UNION BUSINESS

The Union will designate one (1) employee representative at the Highway Garage and one (1) employee representative at the Water/Sewer Garage. Upon receipt of prior authorization from the Department Head, a representative may be released from normal work assignments without loss of pay for not more than three (3) hours during a work week for the purpose of investigating and presenting grievances. One (1) employee representative may be released without loss of pay for the purpose of attending grievance arbitration hearings or proceedings before the Public Employment Relations Board.

ARTICLE 9 BULLETIN BOARD

The Town agrees to provide suitable space for the Union to place a bulletin board, the size of which is to be agreed upon by the parties, in the Highway Garage and the Water Garage. Postings by the Union on such boards are to be confined to official business of the Union.

ARTICLE 10 PROHIBITED DISCRIMINATION

The Town agrees not to interfere with the right of employees to become members of the Union and will not discriminate against any employee for the purpose of encouraging or discouraging membership in, or participation in the activities of, the Union. The Union agrees that it will not interfere with, coerce, or intimidate any of the employees into joining the Union. The Union recognizes that no employee is required to join the Union and every employee has the right to join or refrain from joining the Union. The Union also recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion regardless of Union membership.

ARTICLE 11 JOB DESCRIPTIONS

One month after signing this agreement, the Town will provide the Union with copies of the job descriptions for all titles in the bargaining unit. In the event the Town subsequently revises any of said job descriptions, a copy of the revised description shall be provided to the Union.

ARTICLE 12 PART-TIME EMPLOYEES

The Town may employ part-time employees for not more than twenty (20) hours per week to perform work similar to that performed by members of the bargaining unit, but shall not

displace full-time employees with part-time employees nor hire part-time employees when full-time employees are on layoff and remain on a preferred eligibility list.

ARTICLE 13 PROBATIONARY PERIOD

Upon initial appointment, an employee shall serve a probationary period as indicated in Civil Service Rules, during which he or she may be disciplined or terminated within the discretion of the Employer without recourse. Upon completion of the probationary period, the employee's seniority date shall be established as of the date of appointment, as set forth in the seniority provision of this agreement, and vacation entitlement shall be measured from that date. During the probationary period, the employee does not accrue and is not entitled to receive paid sick leave benefits provided by this contract.

ARTICLE 14 SENIORITY

Seniority shall be defined as length of full-time continuous service from the most recent date of hire in all classifications covered by this agreement. Subject to an employee's rights under Civil Service Law & Rules, seniority shall terminate upon:

1. Discharge for cause;
2. Resignation or retirement;
3. Layoff for a period of over one (1) year unless the employee has not been employed by the Town for at least one year, in which case the maximum period shall be the employee's length of service, rounded to the nearest month, following the successful completion of the probationary period;
4. Abandonment, actual or constructive, of employment due to no-call, no-show without a legitimate and acceptable excuse showing the existence of an emergency situation;
5. Failure to return to work on the first day following the expiration of any leave of absence, unless there existed a verifiable emergency which prevented the employee's return;
6. Absence from the active payroll for any reason for a period of one (1) year, except with respect to an employee absent as a result of a work related illness or injury who is receiving workers compensation benefits, eighteen (18) months; and
7. Failure to return to work following recall from layoff. Recall shall be by telephone call, followed by a confirming letter, a copy of which shall be sent to the Union.

Reduction in force among non-competitive and labor class positions shall be within the job classification affected, based upon inverse seniority within each classification, provided, however, that the senior employees have the knowledge, skill and proficiency needed to perform the available jobs.

ARTICLE 15 GRIEVANCE AND ARBITRATION PROCEDURE

In the event that any difference shall arise between an employee or group of employees and the Town concerning the interpretation or application of the express terms of this agreement, except issues pertaining to discharge and discipline of post-probationary employees which are governed by Section 75 of the Civil Service Law, such difference shall be settled in the following manner:

Step 1: The aggrieved party and steward shall first discuss a grievance with the appropriate supervisor with the objective of resolving the matter informally (except that a grievance submitted by the Town shall begin at Sep 2).

Step 2: If the matter is not resolved at the above Step, it may be submitted as a grievance in writing on the executed form to be provided by the Union and presented to the appropriate supervisor. No alleged grievance shall be entertained, and shall be deemed waived, unless presented in writing within seven (7) working days after the aggrieved party or parties knew or should have known of the act or occurrence on which the alleged grievance is based. The grievance shall include the name(s) and position(s) of the aggrieved party; the current date; and the details of the grievance and relief requested, including the specific clauses or provisions of the agreement alleged to have been violated.

A meeting between the appropriate departmental Supervisors and the aggrieved party and a Union Business Representative will be held within seven (7) calendar days after receipt of the written grievance. Within seven (7) calendar days after such meeting, the appropriate supervisor will provide the Union with a written response to its grievance.

Step 3: In the event the grievance is not resolved as provided above, the grievance may be presented in writing to the Town Supervisor or his designee within ten (10) work days. The Supervisor or his designee shall respond to the grievance in writing within fourteen (14) working days from its timely receipt.

Step 4: In the event that the grievance is not resolved by the decision of the Supervisor or his designee, the grievant may within ten (10) work days thereafter, submit such grievance to arbitration. Notice of intent to arbitrate must be submitted in writing. The Town and the Union agree that the arbitrator shall be selected by mutual agreement from a panel obtained from the **American Arbitration Association**. **The parties shall strike names from the panel and number in order of preference their desired arbitrator, from those remaining, and the Arbitrator shall be chosen by the American Arbitration Association from the highest mutual choice of arbitrator, by the parties. After two panels and no mutual selection, the AAA shall name the arbitrator.** Each party shall bear its own expenses with respect equally the expense of the arbitrator. In making the award, the arbitrator shall not have the power or authority to add to, subtract from, modify or change, explicitly or impliedly, in any way the express provisions of this agreement or to substitute his or her discretion for the Town's discretion in cases where the Town is given discretion by this agreement; or to assume any other responsibility of management. The arbitrators' authority shall be limited to deciding only whether a specific provision of this agreement has been violated. Only one grievance shall be submitted to or heard by an individual arbitrator except by mutual written agreement of the parties. The decision of the arbitrator shall be binding on the parties unless vacated by a court of competent jurisdiction.

Compliance with time limits is a condition precedent to further proceedings under this article and failure of the Union to observe any of the time limits set forth in the steps of the grievance procedures as aforesaid shall result in the grievance being conclusively settled pursuant to the decision at the previous step in the grievance procedures. Should the Town fail to respond within the time limits set forth in the grievance procedure, the Union shall have the right to move the grievance in a timely manner to the next steps of the grievance procedure.

Compliance with time limits is a condition precedent to further proceedings under this article and failure of the Union to observe any of the time limits set forth in the steps of the grievance procedures as aforesaid shall result in the grievance being conclusively settled pursuant to the decision at the previous step in the grievance procedures. Should the Town fail to respond within the time limits set forth in the grievance procedure, the Union shall have the right to move the grievance in a timely manner to the next steps of the grievance procedure.

Termination of a probationary employee shall not be subject to the **grievance or** arbitration procedure.

Settlement of a grievance shall not be final and binding unless **agreed to** by the Town **with a Town Board resolution and by authorized signature on a specific written settlement agreement executed by the Town Supervisor, and the Teamsters.**

The Union shall notify the Town of the Union representative authorized to present and process grievances. The Town shall notify the Union of the Town's official representative.

The time limits of the Grievance and Arbitration Procedure set forth in this agreement can be extended by mutual agreement, in writing, between the Town and the Union.

ARTICLE 16 EMPLOYEE ADDRESSES

The Town will provide the Union with a list of employees in the bargaining unit, including the employee's full name, home address, job title, first date of employment and deductions for health insurance. An updated list will be provided periodically as changes occur and annually upon request. The information provided by the Town will be held in strict confidence by the Union and will not be used to harass any employee.

It is the obligation of each employee in the bargaining unit to notify the Town of any change of address, phone number, name, marital status or other personal information relevant to the administration of this agreement. Failure to do so may result in disciplinary action against the employee.

ARTICLE 17 WAGES

Employees shall be paid the **wages** set forth in Appendix A which is part of this agreement.

ARTICLE 18 HOURS

The work week shall be five (5) consecutive work days (Monday-Friday) consisting of eight (8) hours of work per day and forty (40) hours of work per week. The normal shift shall be 7:00am to 3:30pm. Upon not less than one (1) week prior notice, the Department Head may adjust the beginning of the normal shift for up to one (1) hour.

The Highway Superintendent may establish a night shift between December 1 and March 31, the hours of which shall be 11:00pm to 7:30am, with the work week beginning on Sunday night and ending on Friday morning. There shall be a night shift differential equivalent to one (1) hour at one and one-half (1 & ½) times the employee's hourly wage.

The pay period begins at 00:01 on Thursday and ends at 24:00 on Wednesday two (2) weeks later.

All bargaining unit employees shall have their time in and out recorded. **The Town reserves the right to change the method or manner in which time in and time out is recorded.**

Employees will receive one (1) thirty (30) minute relief period in the morning, and an unpaid lunch period of one half (1/2) hour per day both to be scheduled by the Highway Superintendent. **Employees** will abide by the time allowed.

ARTICLE 19 OVERTIME

One and one-half (1 & ½) of employees' regularly hourly wage shall be paid for all authorized time worked over eight (8) hours per day or forty (40) hours per week. Hours paid will be considered hours worked for purposes of calculating overtime. There shall be no pyramiding of overtime or other premium time. Overtime will be paid bi-weekly.

Overtime opportunities will be offered to qualified individuals who possess the necessary skills on a rotating basis. In the event an employee called for overtime cannot be reached or refuses the work, he shall be charged with having worked the available overtime and the employer shall contact the next qualified individual on the list.

ARTICLE 20 VACATIONS

Full-time employees shall be eligible for annual paid vacation, at their regular base hourly rate, as follows:

1. Following one (1) year of continuous employment, an employee will be entitled one (1) week of vacation;
2. Following two (2) years of continuous employment, an employee will be entitled to two (2) weeks of vacation;
3. Following five (5) years of continuous employment, an employee will be entitled to three (3) weeks of vacation;
4. Following fifteen (15) years of continuous employment, an employee will be entitled to four (4) weeks of vacation;
5. Following twenty-five (25) years of continuous employment, an employee will be entitled to five (5) weeks of vacation.

All vacations must be earned and may be taken by the employee at a time convenient to the department, with the prior approval of the Department Head. Vacation time will be granted in order of request and will be subject to operational requirements. No more than one (1) employee per department shall be on vacation, except with prior approval.

Vacations must be taken during the twelve (12) month period following the anniversary of the employee. Vacation time will not be cumulative. Any exception must be approved by the Department Head, the Town Supervisor and the Town Board.

When an employee leaves Town service during the course of the year for any reason, except in the event the employee is terminated for cause, he shall receive a pro-rated vacation benefit for the year in which employment is terminated. Employees who are terminated for cause shall not be entitled to pro-rated vacation for the year in which employment is terminated.

ARTICLE 21 CALL-IN PAY

Any employee called for emergency duty in addition to or outside of his regularly scheduled shift shall be paid for a minimum of three (3) hours pay once during a twenty four (24) hour period. If more than three (3) hours are actually worked, the employee shall receive pay for time actually worked. For example, if an employee is called in at 8:00pm, works one (1) hour and is released, and is again called in at 10:00pm and works one (1) hour and is released, he shall be paid three (3) hours for the first call and one (1) hour for the second call.

ARTICLE 22 PERSONAL TIME

Each full-time employee shall receive three (3) personal leave days each calendar year. A new hire, following completion of a six (6) month period of probationary employment, will be entitled to pro-rated personal time from the employee's date to hire through December 31. Personal leave shall be discretionary and is subject to the following conditions:

1. An employee must give a minimum of twenty-four (24) hours advance notice to the Department Head; and
2. Personal leave days are not cumulative and expire at the end of each calendar year, except the pro-rated benefit earned by a new hire may be carried into the next calendar year.

ARTICLE 23 LEAVE OF ABSENCE

A request for a leave of absence without pay for a period not to exceed six (6) months may be made, in writing, by any full-time employee to the Superintendent. Such application shall state the reason for the requested leave and its duration. The request may be granted or denied in the sole discretion of the Superintendent. A leave of absence without pay will not result in a loss of benefits accrued by the employee prior to the commencement of such leave. In no other respect, however, shall an employee be eligible for benefits during the period of an unpaid leave of absence. An employee wishing to continue group health benefits during an unpaid leave of absence must remit payment of the full premium to the Town at least one week prior to the commencement of the month during which coverage is to

be provided. This section is intended to replace, and bargaining unit employees hereby waive, any rights regarding unpaid leave under the Civil Service Law. Failure to report to work at the end of the leave will be considered a voluntary resignation.

ARTICLE 24 RETIREMENT

The Town will continue to participate in the New York State Employee's Retirement System. Employee participation and benefits are subject to the rules and regulations of the Retirement System. All employees shall be informed of their rights and obligations relative to the Retirement System at the time of employment. The Town will institute a deferred compensation plan during 2002.

ARTICLE 25 SICK LEAVE

Following six months of continuous service, full-time employees shall receive sick leave credits at the rate of one (1) day per calendar month of paid service to the Town. Sick leave credit is not earned until the employee has worked the full month for which the credit is given. Sick leave credits may be accrued to a maximum of one hundred thirty-five (135) days for use when ill. Sick leave shall be paid only for time lost from work due to an employee's disability resulting from sickness or injury. The Town in its discretion may require medical evidence of disability as a condition to the receipt of sick leave benefits.

An employee, who, upon leaving Town service, is eligible for and commences to receive benefits from the New York State Retirement System will be paid for accrued sick leave at the employee's straight time wage rate to a maximum of one hundred ten (110) days. Other employees leaving Town service, whether voluntarily or involuntarily, shall not receive pay for accrued sick leave.

When an employee is ill or injured and unable to work, he must report his illness to the Superintendent or his designee by telephone at least one half hour before the employee's scheduled start time. In the case of failure to report within the time limit stated, unless for reasons satisfactory to the Superintendent, an employee shall not be entitled to sick leave but shall be charged with time off without pay. An employee eligible for sick leave shall be paid at his regular straight time rate for scheduled hours missed due to illness or injury.

If an employee becomes ill while at work, then the sick time must be taken in no less than one-half (1/2) day.

Leave for dental or medical visits are discretionary with the Head of the Department. Each such absence in excess of two (2) hours shall be charged to earned sick leave credits in one-half (1/2) day units. Each employee shall present a signed slip from their doctor or dentist when returning to work. The two (2) hours is to be used for the employed person only and not for the accompaniment of other family members to a doctor or dentist.

The Town will continue to provide New York State disability benefits.

The Town has the right to require a doctor's statement from the employee's personal physician if a person is absent for three (3) consecutive work days, unless

waived by the Town Board. The Town has the right to require a doctor's examination by a doctor or of the Town's choice to verify the use of sick leave if a person is absent for ten (10) consecutive work days, unless waived by the Town Board. Any delay in days taken to set up and complete the examination and report shall be considered paid administrative leave and shall not affect the Employee's sick leave accrual. All leaves of any kind, other than sick leave, or other contractual leaves, are subject to the approval of the Town.

ARTICLE 26 JURY DUTY

A full-time employee summoned for jury duty shall receive an amount equal to the difference between the employee's regular base pay for his regularly scheduled hours and the per diem allowance received for jury service for a period of not to exceed six (6) weeks. As a condition to receiving said payment, the employee must notify the Superintendent or his designee that he has been called to serve as juror and must report to work when the jury is not in session during the employee's regular working hours or when it is possible to arrange to be released for work on a stand-by basis.

ARTICLE 27 SAFETY EQUIPMENT

It is the Town's intention to encourage the use of safety equipment. The Town will supply all equipment required by law and the employees must use all such equipment as directed.

ARTICLE 28 EDUCATION

The Town will bear the cost of conferences or training sessions which it requires an employee to attend or which an employee attends at the Town's request, together with reasonable expenses incurred by the employee in connection with attending any such conference or training session. All new hires in the Water Department shall be required to obtain the appropriate license applicable to their job duties, within twelve months of their date of hire.

ARTICLE 29 CLOTHING ALLOWANCE

Deleted after January 1, 2005 installment.

ARTICLE 30 CREDIT UNION

Provided they remain eligible, Town of Lockport employees may join the Niagara County Employees Federal Union, presently located at 260 West Avenue, Lockport, New York. The Town will provide direct deposit and payroll deductions for Credit Union accounts or loan payments.

ARTICLE 31 INOCULATIONS

The Town will bear the cost of the following inoculations for employees in the Water and Sewer Department: tetanus, tuberculosis (PPD) (2 visits required), and hepatitis (series of 3 shots), provided the inoculations are administered at Lockport Memorial Hospital. Inoculations shall be at the option of the employee and will not be scheduled during work time. A participating employee will not be compensated for time expended in receiving the inoculations.

ARTICLE 32 TIME RECORDS

The Superintendent or his designee shall maintain an accurate record of leave hours accrued and hours taken off by each employee. Each employee may request the amount of his or her accruals and use of leave. Any disagreement must be reported to the Superintendent immediately.

All employee accruals will be posted by the town as of December 31st by the 10th working day of the following January. Employees shall have until the first working day of February to question or contest their accruals. If no question or contest by the first working day of February, accruals as posted (or corrected) will be confirmed to be accurate and cannot be challenged any further. If an employee questions and contests said accrual of time and the question is not resolved, a grievance must be filed by March 1st or the first working day thereafter, or said record of accrual shall be presumed to be correct and not subject to further challenge.

ARTICLE 33 BEREAVEMENT

Leave of absence with pay shall be granted to any employee who is necessarily absent from duty because of the death of an immediate member of his or her family. The immediate family of an employee shall include spouse, children, siblings, parents, grandparents, mother-in-law and father-in-law, son-in-law and daughter-in-law, or other person occupying the position of a parent of the employee or of his or her spouse. Duration of time shall not exceed four (4) consecutive work days from date of occurrence.

Normally, the bereavement period shall be the four (4) consecutive workdays immediately following the date of death. The Superintendent or Supervisor shall have the right to amend the period of bereavement leave to account for unusual circumstances such as, but not limited to, a death out of the country, or out of town which causes a delay in any necessary funeral arrangements.

ARTICLE 34 HOLIDAYS

The following are legal holidays observed by the Town of Lockport. If any of the following holidays fall on a Sunday, the holiday will be observed on Monday. If any of the holidays fall on a Saturday, the holiday will be observed on Friday.

New Year's Day	Columbus Day
Martin Luther King Day	Election Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day

Should an employee be required to work on the day on which the holiday is celebrated, such employee shall receive holiday pay at this regular rate plus two (2) times his regular rate for hours actually worked. Employees required to work Sundays in an emergency situation shall receive time and one-half their regular rate of pay.

ARTICLE 35 HEALTH AND DENTAL INSURANCE

Effective January 1, 2009, the Town will continue the current medical insurance plans of Blue Cross/ Blue Shield POS 204, with co-payments as in place on December 31, 2008. Effective January 1, 2009 the Town agrees to establish a Health Reimbursement Account (HRA) pursuant to Section 105 (h) and to fund it on an annual basis with a Town contribution of \$300 per year for each single employee and \$700 for each employee with family coverage.

All employees hired by the Town after January 1, 2009, shall be required to contribute fifteen percent (15%) of the total cost of medical and dental insurance throughout the entire period of employment by the Town.

Effective January 1, 2009, the prescription co-payments under this plan shall be \$5/15/35 for Pharmacy refills and \$ 10/ \$30 and \$70, with mandatory mail-in at twice the co-payment (for 90 days refills).

Effective January 1, 2009, that the Town's share of the cost of group health insurance will be paid for 12 months from the date of injury, if an employee is off due to a disabling injury or illness covered by Workers' Compensation Leave.

Following one (1) year of employment, the Town will pay the cost for active full-time employees, as defined in the collective bargaining agreement, to be covered under the Western New York Teamsters Welfare Fund Group Benefit Plan as described in the summary plan description in effect on the date of ratification.

Each full-time employee of the Town of Lockport shall have the option of repudiating health insurance coverage, with proof of coverage through a spouse or otherwise. **Any employee who waives health insurance coverage for an entire year shall be entitled to a waiver payment of \$2,500 if the coverage would have been family coverage and \$1,250 if the coverage would have been single coverage, payable in the first pay period in December. The medical insurance waiver payment shall be pro-rated on a monthly basis, for any employee who requires insurance, due to a change in circumstances, for a partial year.**

ARTICLE 36 RETIREE HEALTH INSURANCE

MEDICAL INSURANCE AT RETIREMENT-

A. For all current full time employees hired before February 10, 2005 the Town will provide medical insurance beginning at age 55 under the currently offered medical insurance coverage as it exists and as it shall be amended from time to time for employees who have served the Town for a minimum period of ten (10) years of full time service.

B. Such employees with a minimum period of ten (10) years service (up to fifteen (15) years of service) shall be eligible for medical insurance coverage for a period of fifteen (15) years starting at age 55.

C. For all current full time employees hired before February 10, 2005 with sixteen (16) or more years of service, the Town shall provide the currently offered medical insurance coverage for a period of years equal to their years of service to the Town (1 year of service equal to one year of medical insurance coverage starting at the age of 55), to a maximum of thirty (30) years of medical insurance coverage starting at the age of 55. This period of coverage shall not be pro-rated for any partial years of service past the employee's last anniversary date.

D. All eligibility for coverage shall cease upon the death or employment of an employee after age 55 who is hired by an employer who provides access to medical insurance coverage. Coverage shall be the same coverage provided to current employees at the same contribution levels. Once an employee becomes eligible for Medicare, supplemental coverage shall be provided.

E. For all employees hired after February 10, 2005, the Town will provide medical insurance at retirement under the currently offered medical insurance coverage as it exists and as it shall be amended from time to time for such employees hired after February 10, 2005 who retire from Town Service with twenty-five (25) years of service to the Town, and who are at least fifty-five (55) years of age and who actually retire from Town service with the immediate receipt and eligibility for NYSLERS benefits, for a period of ten (10) years. All eligibility for coverage shall cease upon the death or re-employment of a retired employee who is hired by an employer who provides access to medical insurance coverage. Coverage shall not be provided until and unless an employee is "retired" from Town service for purposes of receipt of NYSLERS benefits and is at least fifty-five (55) years of age. Coverage shall be the same coverage provided to current employees at the same contribution levels for their years of service. Once an employee becomes eligible for Medicare, supplemental coverage shall be provided.

F. The Town of Lockport will provide medical insurance coverage for out-of-area retirees. The Town's financial responsibility shall be limited to the amount of the premium paid for an equivalent policy as the Town pays in the Lockport area, given the retiree's age, Medicare eligibility, and family status. If a retiree can obtain coverage which is equivalent to that obtained in the Lockport area for less than the Lockport area premium, the Town shall be responsible for only the payment of the out-of-area premium, and nothing more. If an equivalent policy in the out-of-area retiree's area is more expensive than what the Town pays for retirees within the Lockport area, then the Town's financial responsibility is limited to the amount of the Lockport area premium, and the out-of-area retiree shall be financially responsible for the payment of the balance of the premium.

ARTICLE 37 JOB POSTING/BIDDING

If a vacancy occurs within the non-competitive classifications contained herein, the following procedure shall be followed:

MECHANIC
MOTOR EQUIPMENT OPERATOR
WATER MAINTENANCE
LABORER
METER READER

- A. The job to be filled will be posted on the bulletin board for a period of five (5) working days. The posting will show job title, rate of pay, location, and a space for interested employees to sign their name.
- B. After five (5) working days, the Town reserves the right to hire the best person for the job, including the right to hire from outside the bargaining unit for any posted vacancy for any current job or any newly created job.
- C. If a new job title is created, said job shall be posted.

ARTICLE 38

Longevity

Employees with continuous service to the Town shall be entitled to a longevity payment on the first full pay period following their anniversary date following the completion of the years of service according to the list below:

Completion of 10 years service - \$300.

Completion of 15 years service - \$450.

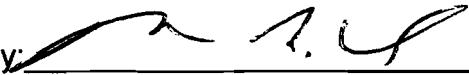
Completion of 20 years service - \$600.

Completion of 25 years service - \$1,100.

ARTICLE 39
TERM

This agreement shall be effective January 1, 2009 and shall remain in full force and effect through December 31, 2013.

TOWN OF LOCKPORT

By: 
Supervisor

TEAMSTERS LOCAL #264

By: 
Business Representative

By:  12/4/08
Negotiating Committee

By:  12-4-08
Negotiating Committee

By:  12-4-08
Negotiating Committee

By:  12/4/08
Negotiating Committee

APPENDIX A – WAGES

LABORERS

		<u>1/1/09</u>	<u>1/1/10</u>	<u>1/1/11</u>	<u>1/1/12</u>	<u>1/1/13</u>
1.	0-24 Months	15.10/Hr.	15.60/Hr.	16.10/Hr.	16.60/Hr.	17.10/Hr.
2.	24-48 Months	15.60/Hr.	16.10/Hr.	16.60/Hr.	17.10/Hr.	17.60/Hr.
3.	48-72 Months	16.10/Hr.	16.60/Hr.	17.10/Hr.	17.60/Hr.	18.10/Hr.
4.	72-96 Months	16.60/Hr.	17.10/Hr.	17.60/Hr.	18.10/Hr.	18.60/Hr.
5.	96 Months +	17.10/Hr.	17.60/Hr.	18.10/Hr.	18.60/Hr.	19.10/Hr.

MEO/WATER MAINTENANCE

		<u>1/1/09</u>	<u>1/1/10</u>	<u>1/1/11</u>	<u>1/1/12</u>	<u>1/1/13</u>
1.	0-24 Months	17.60/Hr.	18.10/Hr.	18.60/Hr.	19.10/Hr.	19.60/Hr.
2.	24-48 Months	18.10/Hr.	18.60/Hr.	19.10/Hr.	19.60/Hr.	20.10/Hr.
3.	48-72 Months	18.60/Hr.	19.10/Hr.	19.60/Hr.	20.10/Hr.	20.60/Hr.
4.	72-96 Months	19.10/Hr.	19.60/Hr.	20.10/Hr.	20.60/Hr.	21.10/Hr.
5.	96 Months +	19.60/Hr.	20.10/Hr.	20.60/Hr.	21.10/Hr.	21.60/Hr.

MECHANIC

		<u>1/1/09</u>	<u>1/1/10</u>	<u>1/1/11</u>	<u>1/1/12</u>	<u>1/1/13</u>
1.	0-24 Months	18.60/Hr.	19.10/Hr.	19.60/Hr.	20.10/Hr.	20.60/Hr.
2.	24-48 Months	19.10/Hr.	19.60/Hr.	20.10/Hr.	20.60/Hr.	21.10/Hr.
3.	48-72 Months	19.60/Hr.	20.10/Hr.	20.60/Hr.	21.10/Hr.	21.60/Hr.
4.	72-96 Months	20.10/Hr.	20.60/Hr.	21.10/Hr.	21.60/Hr.	22.10/Hr.
5.	96 Months +	20.60/Hr.	21.10/Hr.	21.60/Hr.	22.10/Hr.	22.60/Hr.

METER READER

		<u>1/1/09</u>	<u>1/1/10</u>	<u>1/1/11</u>	<u>1/1/12</u>	<u>1/1/13</u>
1.	0-24 Months	14.60/Hr.	15.10/Hr.	15.60/Hr.	16.10/Hr.	16.60/Hr.
2.	24-48 Months	15.10/Hr.	15.60/Hr.	16.10/Hr.	16.60/Hr.	17.10/Hr.
3.	48-72 Months	15.60/Hr.	16.10/Hr.	16.60/Hr.	17.10/Hr.	17.60/Hr.
4.	72-96 Months	16.10/Hr.	16.60/Hr.	17.10/Hr.	17.60/Hr.	18.10/Hr.
5.	96 Months +	16.60/Hr.	17.10/Hr.	17.60/Hr.	18.10/Hr.	18.60/Hr.

Red Circle*	.50/Hr.	.50/Hr.	.50/Hr.	.50/Hr.	.50/Hr.
-------------	---------	---------	---------	---------	---------

*For employees currently receiving a wage rate higher than the "96 months +" rate in the progression scale.

The above scale represents a wage increase of \$.50 in 2009, \$.50 in 2010, \$.50 in 2011, \$.50 in 2012 and \$.50 in 2013

Wages and benefits retroactive to January 1, 2009.

**Memorandum of Agreement and
Settlement,
By and Between
Town of Lockport, New York
and
Teamsters, Local 264;
to amend the Collective Negotiations
Agreement which Expires 12-31-08**

December 4th, 2008

The Town of Lockport, N.Y. and the Teamsters Local #264 agree to amend the current collective negotiations agreement, expiring on December 31, 2008, for a term of five (5) years beginning on January 1, 2009 and ending on December 31, 2013, as follows:

1. ADD to Agreement: Article 4 Management Rights, page 2:

“This agreement shall constitute the full and complete commitment between the parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties and a written, signed amendment to this agreement.

“No provision of this Agreement shall be interpreted so as to be in conflict with any provision of law. If the Agreement requires a party or employee to do anything that is prohibited by law, the obligation is invalid, but all other obligations imposed by this Agreement shall remain valid. Should any provision of law make invalid a provision of this Agreement, the parties shall meet within 30 days for the purpose of negotiating a lawful replacement provision.

“Any provision of this Agreement which cites a law, rule or regulation, is intended to be in shall be interpreted as being a descriptive summary of such law, rule, or regulation. With respect to the subject matter of any such provision of the Agreement is the intention of the parties that the provisions of the cited law, rule, or regulation shall control.

“Unless this Agreement explicitly requires it to, the Town is under no obligation to continue any past practice.”

19

2. Correct Typographical errors in current agreement as follows:

- a. page 3 , Article 9, 1st sentence, 2nd line- “ agrees” should be “agreed”.
- b. page 4 , Article 10, 2nd sentence, 5th line” an” should be “and”.
- c. page 5, Article 14, 1st numbered paragraph “of” should be “for”.
- d. page 5, Article 14, 2nd numbered paragraph “of” should be “or”.
- e. page 5, Article 14, 2nd un-numbered paragraph “Reduction is force” should be “Reduction in force”.
- f. Page 7, Article 17, “ ages” should be “wages”.
- g. Page 7, Article 18, should be two sentences, period after “ Superintendent. Employees...”
- h. Page 10, Article 25, 4th paragraph “ become” should be “ becomes”
- i. *Table of Contents, Article 6, “Lockport” becomes “Lockout”.*

3. Article 18, Hours, page 7, Add to fourth paragraph: “ The Town reserves the right to change the method or manner in which time in and time out is recorded”.

4. Article 15, Grievance and Arbitration Procedure, page 6, step 4, a. 3rd and 4th sentences, amended to read as follows:

3rd sentence : “ The Town and the Union agreed that an arbitrator shall be selected by mutual agreement from a panel obtained from the American Arbitration Association “.

4th sentence : “ The parties shall strike names from the panel and number in order of preference their desired arbitrator, from those remaining, and the Arbitrator shall be chosen by the American Arbitration Association from the highest mutual choice of arbitrator, by

the parties. After two panels and no mutual selection, the AAA shall name the arbitrator.”

b. 4th paragraph, amend to read: “Termination of a probationary employee shall not be subject to the grievance or arbitration procedure”.

c. 5th paragraph, amend to read “ Settlement of a grievance shall not be final and binding unless agreed to by the Town with a Town Board resolution and by authorized signature on a specific written settlement agreement executed by the Town Supervisor, and the Teamsters.”

5. Article 25, Sick Leave , add to Article25, a seventh paragraph, as follows:

“The Town has the right to require a doctor’s statement *from the employee’s personal physician* if a person is absent for three (3) consecutive *work* days, unless waived by the Town Board. The Town has the right to require a doctor’s examination by a doctor or of the Town’s choice to verify the use of sick leave if a person is absent for ten (10) consecutive *work* days, unless waived by the Town Board. *Any delay in days taken to set up and complete the examination and report shall be considered paid administrative leave and shall not affect the Employee’s sick leave accrual.* All leaves of any kind, other than sick leave, *or other contractual leaves*, are subject to the approval of the Town. ”

6. Article 32- Time Records, page 11, Add a second paragraph as follows:

“All employee accruals will be posted by the town as of December 31st by the 10th working day of the following January. Employees shall have until the first working day of February to question or contest their accruals. If no question or contest by the first working day of February, accruals as posted (or corrected) will be confirmed to be accurate and cannot be challenged any further. If an employee questions and contests said accrual of time and the question is not resolved, a grievance must be filed by March 1st or the first working day thereafter, or said record of accrual shall be presumed to be correct and not subject to further challenge.”

7. Article 33 Bereavement, page 12, add to current language-

“Normally, the bereavement period shall pay be the four (4) consecutive workdays immediately following the date of death. The Superintendent or Supervisor shall have the right to amend the period of bereavement leave to account for unusual circumstances such as, but not limited to, a death out of the country, or out of town which causes a delay and necessary funeral arrangements.”

8. Article 35 – Health and Dental Insurance, page 12 –

1st paragraph – “ Effective January 1, 2009, the Town will continue the current medical insurance plans of Blue Cross/ Blue Shield POS 204, with co-payments as in place on December 31, 2008.” Delete the remaining language in the first paragraph regarding self-funding and reimbursement for co-payment increases. Add –*“Effective January 1, 2009 the Town agrees to establish a Health Reimbursement Account (HRA) pursuant to Section 105 (h) and to fund it on an annual basis with a Town contribution of \$300 per year for each single employee and \$700 for each employee with family coverage.”*

Add- as current second paragraph- “All employees hired by the Town after January 1, 2009, shall be required to contribute fifteen percent (15%) of the total cost of medical and dental insurance throughout the entire period of employment by the Town.” *Delete the current second paragraph of Article 35 on page 13.*

Add “Effective January 1, 2009, the prescription co-payments under this plan shall be \$5/15/35 for Pharmacy refills and \$ 10/ \$30 and \$70, with mandatory mail-in at twice the co-payment (for 90 days refills).”

Amend the third paragraph of Article 35, on page 13 to indicate *“Effective January 1, 2009, that the Town’s share of the cost of group health insurance will be paid for 12 months from the date of injury, if an employee is off due to a disabling injury or illness covered by Workers’ Compensation Leave.”*

Amend the current Article 35, last paragraph, second sentence *“Any employee who waives health insurance coverage for an entire year shall be*

entitled to a waiver payment of \$2,500 if the coverage would have been family coverage and \$1,250 if the coverage would have been single coverage”.

Add to last current paragraph “The medical insurance waiver payment shall be pro-rated on a monthly basis, for any employee who requires insurance, due to a change in circumstances, for a partial year.”

9. Article 36-Retiree Health Insurance

Add “F. The Town of Lockport will provide medical insurance coverage for out-of-area retirees. The Town’s financial responsibility shall be limited to the amount of the premium paid for an equivalent policy as the Town pays in the Lockport area, given the retiree’s age, Medicare eligibility, and family status. If a retiree can obtain coverage which is equivalent to that obtained in the Lockport area for less than the Lockport area premium, the Town shall be responsible for only the payment of the out-of-area premium, and nothing more. If an equivalent policy in the out-of-area retiree’s area is more expensive than what the Town pays for retirees within the Lockport area, then the Town’s financial responsibility is limited to the amount of the Lockport area premium, and the out-of-area retiree shall be financially responsible for the payment of the balance of the premium.”

10. Education, Article 28, page 11 – add to existing language- “ All new hires in the Water Department shall be required to obtain the appropriate license applicable to their job duties, within twelve months of their date of hire”.

11. Add an Article 38 Longevity, as follows: “ Employees with continuous service to the Town shall be entitled to a longevity payment on the first full pay period following their anniversary date following the completion of the years of service according to the list below:

Completion of 10 years service - \$300.

Completion of 15 years service - \$450.

Completion of 20 years service - \$600.

Completion of 25 years service - \$1,100.

12. Residency: Delete current Article 2, page #1 and replace it with the following: *“Employees employed prior to December 31, 2008, who are grandfathered under previous contractual language and/or who reside outside of the Town of Lockport on December 31, 2008, may continue to reside outside of the Town of Lockport.*

All employees, hired on or after January 1, 2009, shall be required to reside in either the Town of Lockport or in any municipality which shares a boundary with the Town of Lockport, as a condition of employment.

Failure to meet these residency requirements shall result in immediate dismissal.”

13. Wages – *All progression wage schedules (including “red circle rates”) indicated in Appendix A shall be amended to indicate an annual increase of \$.50 per year for each year of this five (5) year term of the agreement, that is \$.50 for all schedules for 2009, \$.50 for all schedules for 2010, \$.50 for all schedules for 2011, \$.50 for all schedules for 2012, \$.50 for all schedules for 2013.*

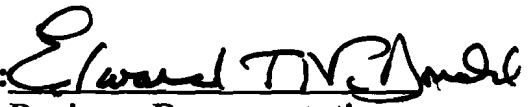
14. Article # 38 Term- Shall be amended as follows: This agreement shall be effective for a five (5) year term effective January 1, 2009 and shall remain in full force and effect through December 31, 2013.

This memorandum of agreement and settlement constitutes the complete and total agreement of the parties on any and all issues that were agreed upon in the negotiations for a new collective bargaining agreement, effective January 1, 2009. All provisions of the current collective bargaining agreement shall remain in full force and effect unless added, amended, or deleted by the terms of this memorandum of agreement. There are no other changes, except as included herein.

TOWN OF LOCKPORT, N.Y.

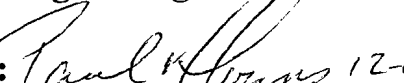
By: 
Supervisor

TEAMSTERS LOCAL # 264

By: 
Business Representative

By:  12/4/08
Negotiating Committee

By:  12-4-08
Negotiating Committee

By:  12-4-08
Negotiating Committee

By:  12/4/08
Negotiating Committee

